DIGEST OF RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

AMERICAN BONDING CO. OF BALTIMORE, MD., et al. *v.* AMERICAN SURETY CO. OF NEW YORK et al.

June 10, 1920.

[103 S. E. 599.]

1. Courts (§ 18*)—Virginia Courts without Jurisdiction of Realty in District of Columbia.—The courts of Virginia have no jurisdiction over titles to real estate in the District of Columbia.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 853, et seq.]

2. Guardian and Ward (§ 173*)—Surety on Second Guardian's Bond Not Liable until Settlement.—As between different and several sureties on successive guardianship bonds, there can be no liability of the surety for the second guardian on the second bond until there has been a settlement and delivery to such second guardian of the assets, or some part of them, for which the first guardian was liable.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 836, et seq.]

3. Infants (§ 85*)—Guardian Ad Litem Should Not Have Become Commissioner on Whose Report Decree Was Based.—In suit to which an infant was a party, her guardian ad litem should not have become the commissioner who made the report on which decree was based, though the decree was not null and void on such account.

4. Insurance (§ 679*)—Contracts of Reinsurance Merely Indemnify Insurer.—The general rule is that contracts of reinsurance are merely contracts of indemnity of the insurer, creating no privity between the insured policy holder and the reinsuring company.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 805, et seq.]

5. Principal and Surety (§ 57*)—Deposit Company, Which Took Place of Bonding Company on Guardian's Bond, Liable Directly to Minor.—Deposit company, which reinsured bonding company desiring to abandon its business in Virginia, in view of Code 1919, § 4217, which should be read into its contract, held directly liable to a minor whose guardian's bond had been executed by the bonding company; the contract not being merely one of reinsurance.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

6. Equity (§ 90*)—All Parties in Interest Must Be Impleaded.—Equity requires all parties in interest to be impleaded, to avoid delay and a multiplicity of suits.

7. Guardian and Ward (§ 54*)—Second Guardian Not Liable for Interest on Assets Not Received.—Second guardian of minor held not responsible for compound interest on an amount which he had never received from the first guardian, on the theory that he should previously have sued such first guardian and his bonding company for a settlement.

Appeal from Circuit Court, Fairfax County.

Suit by Caroline C. Gresham against the American Bonding Company of Baltimore.

Keith, McCandlish, Hall & Garnett, of Fairfax, and *Allen A. Davis,* of Baltimore, Md., for appellants.

R. R. Farr, of Fairfax, *W. W. Millan,* of Washington, D. C., and *C. Vernon Ford,* of Fairfax, for appellees.

EGGLESTON *v.* EGGLESTON et al.

June 10, 1920.

[103 S. E. 603.]

1. Equity (§ 239*)—Allegations of Bill Accepted as True on Demurrer.—Allegations of bill must be accepted as true on demurrer.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 463, et seq.]

2. Mortgages (§ 38 (2)*)—Convincing Proof Necessary to Show Absolute Deed in Fact a Mortgage.—The presumption is that a conveyance is what it purports to be on its face, and clear and convincing proof is required to prove that deed absolute in form is in fact merely a mortgage.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 35, 36.]

3. Mortgages (§ 37 (2)*)—Absolute Deed May Be Shown by Parol to Be Mortgage.—What appears to be an absolute conveyance may in equity be shown by sufficient parol evidence to be only a security for a deed.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 35, 36.]

4. Mortgages (§ 33 (3)*)—Absolute Deed Held a Mortgage, Entitling Grantor to Reconveyance.—Where deed absolute on its face was executed under grantee's parol agreement to reconvey on grantor's repayment of advances made to grantee, the deed was in fact merely a mortgage, entitling grantor to a reconveyance upon repay-

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*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.